

MASTER CONTRACT

BETWEEN

**CALAMUS-WHEATLAND COMMUNITY
SCHOOL DISTRICT**

AND THE

**CALAMUS-WHEATLAND EDUCATION
ASSOCIATION**

FOR THE

SCHOOL YEAR 2006-2007

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ARTICLE 1

PAYROLL DEDUCTION

A. Dues Deduction -

Any employee who is a member of the Association, who has signed an authorization of the deduction of normal or regular dues by September 20th, each year, shall have these dues deducted one-ninth (1/9) per month from October through June.

Any authorization forms (Schedule C) must be given to the Superintendent by September 20th.

Within thirty (30) days after receiving written notice, the Board will stop deducting dues for any employee.

B. Other Payroll Deductions -

Upon appropriate written authorization from an eligible employee, the Board shall deduct from the salary of that eligible employee and make appropriate remittance for annuities, insurances or any other plans approved by the Board.

C. Indemnity -

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, or orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definitions -

1. A "Grievant" shall mean an employee or group of employees covered by this contract or the Association only filing a grievance.
2. A grievance filed under Type 1 shall mean there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
3. A "Party in Interest" means any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean employee workdays.
5. "Superintendent" and "Principal" includes designees.

B. Procedures -

Type 1

1. First Step -

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his/her principal.

All grievances must be presented within ten (10) days of the date of occurrence or knowledge of the occurrence of the event-giving rise to the grievance.

2. Second Step -

If a grievance is not resolved informally at the first (1st) step, the aggrieved employee shall file the grievance in written form (Schedule D, Official Grievance Report Form), with the building principal within five (5) days after the last informal conference with the building principal. Within ten (10) days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same.

The principal or designee shall render such decision and communicate it in writing to the grievant within five (5) days following the meeting between the principal and the grievant.

3. Third Step -

In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the grievant shall file, within five (5) days of the principal's written decision at the second (2nd) step, a copy of the grievance with the Superintendent. Within ten (10)

days after such written grievance is filed, the grievant and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of the third (3rd) step grievance meeting and communicate it in writing to the grievant, the grievant's representative and the principal.

4. **Fourth Step -**

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth (4th) step of impartial, binding arbitration. If a demand for arbitration is not filed within fifteen (15) days of the third (3rd) step reply, then the grievance will be deemed settled on the basis of the third (3rd) step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

The grievant and the Association shall within ten (10) days submit a written request to enter into such arbitration. The Public Employment Relations Board shall be requested to provide a list of five (5) arbitrators. The Association shall strike the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until only one (1) name shall remain. The party selected to remove the first (1st) name shall do so within five (5) days after the receipt of the list. Each party shall have one (1) day to remove the next name. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the Association.

C. **General -**

1. The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. (The administration shall determine whether an interference has occurred under this paragraph.)
4. At all steps of a grievance after Step One, the Association and Administration shall have the privilege to have representatives or parties in interest attend any meetings required to resolve the grievance.
5. If a grievance directly affects three (3) or more employees, the Association or principal may consolidate the grievances and the process shall begin at Step Three.
6. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives and parties in interest.
7. Unless agreed to by the Superintendent and the grievant, all grievances shall be processed outside the employee's work day.
8. If an arbitration is scheduled during a workday, up to two (2) employees will not lose pay for attendance. However, the cost of substitutes shall be paid by the Association.
9. Grievances filed in writing after May 1st shall be processed by calendar days, not school days, unless the parties agree to postpone the process to the next school year.

ARTICLE 3

EMPLOYEE WORK YEAR

A. Regular Contract -

The in-school work year for employees shall not exceed one hundred ninety (190) days. There shall be available an additional two days for in-service training at the discretion of the administration for a total of 192 days. Said days shall be at a per diem rate or a payment that is mutually agreed upon.

B. Holidays -

The regular contract of employees shall include seven (7) holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas Day; New Year's Day; Good Friday, Easter Monday, and all Presidents' Days. No employee shall be required to perform duties on any of the above holidays except all President's Day if it is used as a make-up day.

C. Definition of In-School Work Year -

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

D. Non-Attendance -

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing.

ARTICLE 4

EMPLOYEE HOURS AND LOAD

A. Workday -

1. **Length of the Day** - The total in-school workday shall consist of not more than seven (7) hours and thirty-five (35) minutes, inclusive of duty-free break periods.
2. **Arrival and Dismissal Time** - No employee shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' school day, and shall be permitted to leave ten (10) minutes after the close of the pupils' school day and/or after all their responsibilities have been concluded. On Fridays or on days preceding holidays or vacations, the employee's regular day shall end at the close of the pupils' day.

B. Lunch Breaks -

1. **Grade Level and Other** - Employees shall be allowed a daily, uninterrupted, duty-free lunch break of at least twenty (20) minutes.
2. **Leaving the Building** - Employees may leave the building provided they notify their immediate principals or Superintendent during their scheduled lunch and during their preparation time with permission.

C. Meetings -

1. **Faculty and Other** – Employees may be required to remain after the end of the regular working day without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall extend for no more than sixty (60) minutes, except that no more than two (2) of said meetings per year may exceed the sixty (60) minute limitation.
2. **Notice and Agenda** – The notice for any required meeting shall be given to the employees involved at least one (1) day prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for an agenda.

D. Teaching Load -

When and where possible in the judgment of the Administration the teaching load shall be as follows:

1. **Junior and Senior High School** - The daily teaching load in the junior and senior high school shall be not more than six (6) teaching periods, which may include one (1) or more supervised study hall periods.

2. **Elementary School** - The daily teaching load in the elementary school shall not exceed six (6) hours and thirty (30) minutes of pupil contact per day.
3. **Number of Preparations** - Junior and senior high school employees shall not be required to teach more than two (2) subject areas nor more than a total of five (5) teaching preparations.
4. **Continuous Teaching in Junior and Senior High School** - Junior and senior high school employees shall not be required to teach continuously for more than four (4) periods.
5. **Continuous Teaching in Elementary School** - Elementary employees shall not be required to teach continuously for more than three (3) hours.
6. The Board will endeavor to provide, whenever possible, appropriate substitutes for employees in order to alleviate added supervisory responsibilities for other employees.

E. Preparation Time -

Grade Level –

When and where possible, classroom employees shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

1. Elementary School - Forty-five (45) minutes or one (1) class period
2. Junior High School - Forty-five (45) minutes or one (1) class period
3. Senior High School - Forty-five (45) minutes or one (1) class period
4. Other members of the negotiating unit who are not regular classroom employees shall be provided with preparation time to the same extent as other employees.

ARTICLE 5

EMPLOYEE ASSIGNMENTS

The Board will give written notice to each employee of his/her salary schedule placement, class and/or subject assignment for the forthcoming year not later than June 1st.

If a change is necessary due to changing conditions, such as a natural or man-made catastrophe or added personnel, the employee will be notified as soon as possible. This change will be discussed with the employee and/or employees affected, depending on the availability of the employee(s), the length of time available, and the degree of emergency. Mutual agreement will be sought, but the Board retains the right to make the final decision.

ARTICLE 6

SICK LEAVE

A. Accumulative Benefits -

1. The first year of employment10 days
2. The second year of employment11 days
3. The third year of employment12 days
4. The fourth year of employment13 days
5. The fifth year of employment14 days
6. The sixth year of employment15 days

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of one hundred twenty (120) days.

B. Conditions -

All regular employees for less than full-time shall receive the same number of days allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract. The above amounts shall apply only to consecutive years of employment in the District, inclusive of approved leaves of absence. The Board may, in each instance, require such reasonable evidence as it may prescribe confirming the necessity for sick leave, or the fitness of any employee, mentally and physically, to return to work.

C. Notification of Accumulation -

Employees shall be given a written accounting of accumulated sick leave days by October 1st of each school year.

D. Extended Leave -

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability as determined by the employee's physician, up to August 1st of the next fiscal year. The Board shall continue to provide during such period, and at its expense, medical and life insurance benefits to which the employee is entitled for such extended leave for reasons of illness or disability.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

A. **Paid Leave -**

Employees shall be entitled to the following temporary, non-accumulative leaves of absence each school year.

1. **Personal -**

Employees will be granted up to two (2) days personal leave with pay per year, cumulative up to three (3) days. Notification shall be given two (2) days in advance except in cases of emergency. Employees will provide lesson plans to their principal covering the period of absence. No personal leave shall be used the day before or after a scheduled holiday or vacation or on an in-service day, or during the first five (5) student contract days or the last five (5) student contract days of the school year.

A personal day may be used for any purpose at the discretion of the employee. The number of employees (including shared employees) shall be limited to three (3) per center, except that if more than four (4) employees (including shared employees) have applied for such leave the granting of the leave shall be subject to the availability of substitutes.

2. **Bereavement -**

The days of leave requested shall be granted to a maximum of five (5) at any one time in the event of death of an employee's spouse, child, parent, brother, or sister. A maximum of three (3) days at any one time shall be granted in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent, brother-in-law, or sister-in-law. Employees shall be granted one-half (1/2) day in the event of death of a friend or relative outside the employee's immediate family as defined above (up to two [2] a year). An additional day will be available for a friend or relative outside the employee's immediate family if the employee has used all of their personal leave days.

3. **Professional -**

A request for professional leave shall be submitted at least one (1) week in advance of his/her absence.

4. **Jury and Legal -**

Any employee called for jury duty during school hours shall be provided paid leave. Any fees or remuneration the employee receives during such leave for service shall be paid to the District.

5. **Good Cause -**

Other temporary leaves of absence with pay may be granted by the Superintendent or the School Board.

6. **Association -**

Up to six (6) days with pay shall be available to Association members to attend conferences, conventions, and other activities of the Association or its national or state affiliates, with five (5) school days prior notice required unless the parties mutually agree to shorter notice. In addition, up to six (6) unpaid days may be used by the Association for similar purposes upon similar notice. Whenever an employee is required to participate during normal school hours in negotiations, grievance proceedings, conferences or meetings required by the PER Board, such employee shall suffer no loss in pay or other benefits.

B. Unpaid Leave -

Other temporary leaves of absence without pay may be granted by the Superintendent or the School Board.

C. Sabbatical Leaves -

1. **Purpose -**

A sabbatical leave may be granted to an employee by the Board for study and professional improvement in the employee's teaching area. Leaves may be requested for one (1) full school year or one (1) semester.

2. **Conditions -**

Sabbatical leave shall be subject to the following conditions:

- a. The employee has completed at least seven (7) full school years of service in the District.
- b. Written requests for sabbatical leave shall be received by the Superintendent by the time of issuance of contracts for the following school year. Action by the Board must be taken on all such requests no later than March 1st of the school year preceding the school year for which the leave is requested.
- c. Sabbatical leaves, one (1) employee at any one (1) time, if suitable replacement is available.
- d. Employees shall have the option to continue any or all of the Boards paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.
- e. During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.
- f. The Board's policies regarding renewal of employee contracts for the school year following the sabbatical leave shall apply to the employee on leave.
- g. Upon return from sabbatical leave an employee shall be placed on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.

- h. If a sabbatical leave is granted to an employee, the employee shall agree prior to the sabbatical leave to return to the District for at least one (1) year of employment after completing the sabbatical leave, or reimburse the District the amount of money and expenses for granting the leave.

D. Extended Leaves of Absence Without Pay -

1. Extended leaves of absence without pay shall be granted for reasons of health, educational improvement, outside teaching, parental responsibilities, public office or for service to the Association.
2. All extended leaves of absence shall be for a period of up to two (2) consecutive semesters, and shall terminate at the conclusion of a semester. No employee shall be entitled to an extended leave of absence unless such employee shall have made application in writing to the Superintendent not less than sixty (60) calendar days in advance of the projected date of commencement of the leave. No employee shall be eligible for an extended leave of absence for parental responsibilities unless such employee shall have been employed by the District for two (2) consecutive semesters without prior extended leave having been taken.
 - a. Any employee requesting an extended health leave or return from such leave shall submit, at the request of the District, to an examination by a physician designated by the District concerning such disability at the expense of the District.
 - b. Seniority shall be retained but shall not accrue with respect to extended leaves of absence.
3. An employee may request early termination of the leave in writing to the Superintendent. Such a request shall be submitted at least thirty (30) days prior to the beginning of a new semester. Approval of such a request shall be contingent upon available vacancies.
4. While on extended leave, the employee's interest in retirement funds, accumulated health leave, and except as to leave for educational improvement or outside teaching, placement on the salary schedule shall be frozen. No additional benefits shall be provided by the District during the leave period; however, the employee may purchase insurance programs available to other employees.
5. Employees on an extended unpaid leave of absence are not entitled to use accumulated health leave.
6. An employee returning from an extended leave shall be returned to a position for which the employee is certified as long as he/she is still under contract to the District.
7. A leave of absence without pay for educational improvement may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be restored to the next position on the salary

schedule above that at which he/she left as long as he/she is still under contract to the District.

8. A leave of absence without pay may be granted for outside teaching for an employee who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, the employee shall be restored to the pay position on the salary schedule above that at which he/she left, as long as he/she is still under contract to the District.
9. Other extended leaves of absence without pay may be granted in writing by the Board for good reason. Past practices in the granting of such leaves will not be binding on the Administration or the Board.

E. **Family and Medical Leave -**

Employees of the District are entitled to family leave to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

ARTICLE 8

TRANSFER PROCEDURES

A. Voluntary -

1. Definition -

The voluntary movement of an employee to a different academic assignment, grade level or subject area shall be considered a voluntary transfer.

2. Notification of Vacancies - Filing Requests -

Employees who desire a change in grade and/or academic subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject area to which the employee desires to be assigned, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than August 1st for the first (1st) semester or December 1st for the second (2nd) semester. Employee must notify the District of their request for a transfer within five (5) days of the posting of the vacancy to be considered for a transfer.

3. Criteria -

In the determination of requests for voluntary transfer, the preference of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied without a conference between the principal and the employee, at the request of the employee. If more than one (1) employee has applied for the same position, the determination as to which employee receives the position will be made with seniority, certification, academic preparation, and employee evaluation taken into consideration.

B. Involuntary -

1. Definition -

The involuntary movement of an employee to a different academic assignment, grade level or subject area shall be considered an involuntary transfer.

2. Notice -

Except in emergency circumstances, at least three (3) weeks notice of an involuntary transfer or reassignment shall be given in writing to the affected employee.

3. Effective Date -

The effective date of an involuntary transfer shall correspond to the first (1st) day of a new grading period when possible, unless the Administration deems deferral to such date of transfer detrimental to the educational welfare of the students.

4. Meeting and Appeal -

An involuntary transfer or reassignment shall be made only after a meeting between

the employee involved (and an Association representative on request of the employee) and the Superintendent, at which time the employee shall be given written reason(s) therefore.

C. Extracurricular Determination -

When two (2) or more employees desire the same extracurricular position, and skill, ability, qualifications and subject matter competence are equal in the judgment of the Administration, seniority will prevail in the making of the assignment.

ARTICLE 9

INSURANCE

A. Types -

The Board agrees to provide all eligible employees the following paid insurance protection:

1. Health, Major Medical and Benefits -

Single person coverage shall be provided to each employee. There will be thirty dollars (\$30.00) per month applied toward family coverage or three hundred sixty dollars (\$360.00) a year.

Those using single coverage only shall have their thirty dollars (\$30.00) or three hundred sixty dollars (\$360.00) put into an annuity selected by the Board or into one that the individual already has in effect through the Calamus-Wheatland Community School. Any teacher not desiring to draw any more annuity benefits shall receive his/her check in one (1) sum of three hundred sixty dollars (\$360.00) minus the school's cost of IPERS and Social Security of three hundred sixty dollars (\$360.00) minus forty eight dollars and twenty-four cents (\$48.24) or three hundred eleven dollars and seventy six cents (\$311.76). This check will be paid along with their May check.

2. School Liability -

All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

3. Dental -

Each employee shall be covered by a dental insurance program (single person coverage) maximum cost of one hundred sixty three dollars and thirty-two cents (\$163.32) per employee per year.

4. Disability -

Each employee shall be covered by a long-term disability insurance program which provides a monthly benefit equal to sixty percent (60%) of salary with offsets, a maximum monthly benefit of one thousand five hundred dollars (\$1,500.00), and an elimination period of accumulated sick leave of ninety (90) consecutive calendar days, whichever is greater.

5. Life -

Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit for twenty thousand dollars (\$20,000.00), with a double indemnity for accidental death.

6. The district will pay \$50.00 more per month to those employees who elect to take family insurance coverage.

B. Coverage -

The Board-provided insurance programs shall be for twelve (12) consecutive months starting July 1st and ending on the following June 30th.

1. Annuities will not be paid on the Dental, Life, Vision, or Disability insurance programs if the employee elects not to take this coverage.
2. Employees not working full-time who want insurance coverage will have a percentage of the premium paid for equal to percentage of time they work for the District for their contract year.
3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).
4. The Board shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company. If the Board changes the insurance carrier, the Association shall have the right to be notified of the change in carrier: the terms, coverage, and benefit provisions of the new policy(ies) must be comparable to the policy(ies) that was/were in effect at the commencement of the 1990-91 master contract. It is agreed that the District will not be obligated to maintain any improvements acquired through any carrier change during the 1992-93 school year. This paragraph shall not cover Section A2 School Liability.

C. Continuation -

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year if eligible by the carrier.

D. Descriptions -

The Board shall provide the employees a description of the insurance coverage provided herein within six (6) weeks of the beginning of the school year or date of employment, which shall include a description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

ARTICLE 10

SAFETY PROVISIONS

A. Employee Facilities and Equipment -

1. Employee Equipment -

Employees shall be responsible for the proper use and care of all clothing, equipment and devices provided to the employee. Employees replacing any clothing, equipment or devices must return the used item to be replaced.

2. Protection of Employees -

It will be the Board's responsibility to determine on a District-wide or building basis any conditions that might prove unsafe or hazardous for the health, safety or well being of employees. All employees will report to their immediate supervisor any unsafe conditions or equipment.

B. Protection of Employees -

1. Use of Reasonable Force -

An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense and for the protection of persons or property.

2. Assault of an Employee -

a. Legal Assistance -

The Board shall give legal support and other assistance as is deemed reasonable by the Board for any assault upon the employee while acting in the discharge of his/her duties.

b. Leave -

When absence arises out of, or from, such assault or injury, the employee shall be assisted in an application for worker's compensation and other benefits for the period of such absence.

c. Reimbursement for Personal Property Damage -

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property lost, damaged or destroyed during an assault while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

d. **Reporting Assaults -**

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and provide documentation therefore. The principal will assist in an investigation.

3. **Bomb Threats -**

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be closed by the Administration and all students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be asked or required to search for a bomb.

ARTICLE 11

EMPLOYEE EVALUATION PROCEDURES

- A.** Within four (4) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedure to be observed.
- B.** During the first two years of employment with the Calamus/Wheatland Community School District, all beginning teachers will participate in Tier I of the Professional Staff Evaluation System. Staff members may be assigned to Tier I for an additional year by their evaluator. Written notification of this decision will be provided to the employee by March 30.

The evaluation process shall consist at a minimum two formal observations each year before March 30. Each formal observation shall consist of a formal pre-observation conference and a post-observation conference.

On or before May 10 of year 2, the Comprehensive Evaluation Summative Evaluation Form (CESEF) must be submitted to the superintendent and placed in employee's personnel file. This written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation shall not exceed one year.

Any written rebuttal must be submitted in writing to the evaluator within seven working days following the summative evaluation.

- C.** Tier II is for licensed teachers who have earned regular teaching license and are not in Tier III. Staff who have earned a regular teaching license but are new to Calamus/Wheatland are placed in Tier II, but will be assigned a colleague for 9 weeks.

Tier II teachers will have a three year cycle. Tier II teachers will submit a Career Development Plan and an Individual Career Development Plan on or before the end of the 1st quarter each year. These will be reviewed with the evaluator during Year One and Year Two of the three year cycle. Tier II teachers will complete a Summary Report on/before May 1 of Year One and Year Two and on/before the end of the third quarter of Year Three. At a minimum of one formal observation shall occur during year two. This observation shall include a pre-observation and post-observation conference.

Tier II teachers in Year Three of the cycle will participate in a Career Performance Review with the evaluator at the end of Year Three. This review will be based on the staff member's overall performance in meeting the Iowa Teaching Standards and Criteria, the Career Development Plan and the Individual Development Plan. This Career Performance Review will be submitted to the superintendent by the evaluator by May 15.

- D.** When the administrator determines, at any time, the teacher is not meeting one or more of the following:

- 1) District expectations under the Iowa Teaching Standards 1 – 7 & Criteria (Standard 8 is excluded); or
- 2) The Individual Career Development Plan,

the administrator shall recommend to the superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months duration.

The review of the teacher in intensive assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of the three recommendations shall be made:

- 1) The problem is resolved and the staff member is removed from intensive assistance.
- 2) Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve months according to Iowa law) and work continues in the assistance phase.
- 3) The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

The intensive assistance program and its implementation are not grievable.

- E.** All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.
- F.** This Article deals with but a single method of teacher evaluation; i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the Administration of the School District.
- G.**
 1. Each employee shall have the right to review the contents of his/her personnel file.
 2. The employee shall have the right within five (5) school days of receipt of a copy to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
 3. Any complaints directed toward an employee which are placed in his/her official personnel file are to be promptly called to the employee's attention.
- H.** The employee shall have the right to reproduce any of the contents of his/her official file at his/her expense.
- I.** An employee may grieve the substance of an evaluation through Article 2 (Grievance Procedure) of this contract as being arbitrary or capricious, provided the employee received an overall unsatisfactory rating. A probationary employee (Iowa Code Section 279.19) may not grieve an evaluation during probation.

ARTICLE 12

REDUCTION OR REALIGNMENT OF STAFF

A. Notification -

If the Board is contemplating the layoff of any employee(s), it will so notify the Association and the affected employees in accordance with the Code of Iowa. Such notice will be in writing and will include the specific position(s) to be affected and the reasons for the proposed action.

B. Layoffs -

1. When in the final judgment of the Board, decline in enrollment, reduction of program, budgetary reasons or any other reason requires reduction in staff among the employees, the Administration shall attempt to accomplish the reduction by attrition. If it cannot be accomplished by attrition alone, the Board shall give notification of the layoff to the least senior employee in that position in the following categories: Grades K-8; Grades 7-12 within each subject category.
2. An employee who is notified of layoff will have the right to displace any less senior employee whose work he/she is certified to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association within three (3) days after an employee is notified of layoff. Within three (3) days after the employee gives such notification, the Superintendent will notify the less senior employee that he/she is to be displaced.
3. An employee who displaces another employee will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all accrued benefits.
4. An employee who is to be displaced according to Section 2 will have the same displacement rights in relationship with his/her less senior employees.
5. Extra-curricular assignments shall not be a criterion of school programs under these procedures unless failure to consider the same shall affect the ability of the District to continue to maintain such extra-curricular activity as a school program in accordance with District standards.

C. Seniority -

Seniority will be computed from an employee's most recent date of hire in the school district.

D. Recall -

1. If there is a vacancy in a negotiating unit position, laid off employees who are certified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first.
2. If a laid off employee has displaced another teacher or has been recalled to a position

other than that held immediately prior to layoff, the employee will remain eligible for recall in accordance with the provisions of Section 1 above.

3. Any teacher re-employed by exercising their recall rights shall maintain all unused accumulated sick leave and shall be placed on the proper step of the salary schedule. A teacher on recall shall not accrue any sick leave, benefits or experience on the salary schedule.

The District's offer to an employee with recall rights shall be in writing and sent by certified mail at the employee's last known address. It shall be the responsibility of each employee on staff reduction to keep the Board advised of his/her current address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) calendar days of the mailing of the notice and shall agree to assume the position within twenty (20) calendar days or all recall rights are forfeited.

4. An employee who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing.

ARTICLE 13

SUPPLEMENTAL PAY

A. Extra-Curricular Activities -

1. Approved Activities -

The Board and the Association agree that the extra-curricular activities listed in Schedule B are official school-sponsored activities covered by present school insurance.

2. Rates of Pay -

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulation in Schedule B which is attached hereto and made a part hereof.

3. Additional Approved Activities -

The supplemental pay schedule shall be negotiated each year for the present activities and any additional activities approved by the Board during the previous year. In the event an activity is added during the school year, the Board may determine the salary for that year.

4. Ticket Takers -

Non-paid ticket takers will be assigned on a rotating basis. They shall be entitled to a faculty member and spouse/guest pass for free admittance to all home basketball games, plays and musicals.

B. Expenses of Traveling Employees -

1. Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty and one-half (20.5) cents per mile.

2. The same mileage allowance will be paid for use of personal cars for field trips or other business of the District only if employees are requested to use their own automobiles.

3. The same mileage allowance will be paid for employees traveling between cooperating school districts on a one-half (1/2) of a one way basis and methods of payment established.

ARTICLE 14

WAGES AND SALARIES

A. **Schedule -**

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part thereof.

B. **Placement on Salary Schedule**

1. **Adjustment to Salary Schedule -**

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement.

2. **Credit for Experience -**

The Board shall grant the following credit for prior teaching experience from a duly accredited school:

- a. Five (5) years credit for a BA Lane teacher
- b. Six (6) years for a teacher qualifying for BA+ Lane
- c. Seven (7) years for a teacher qualifying for an MA lane
- d. The Board may grant additional steps for actual teaching experience beyond that set forth above.

3. One (1) step of credit on the salary schedule may be applied at the District's discretion. This credit will not be allowed if other existing experience is applied under Section B. 2. above.

4. In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus up to a maximum of \$3,000 to be paid over a three year period in addition to the employee's placement on the salary schedule.

C. **Advancement on Salary Schedule**

1. **Increments -**

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service shall constitute at least ninety (90) school days or one (1) full semester during the year.

2. **Educational Lanes -**

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher

lane. For an employee to advance from one (1) educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than fifteen (15) days after the beginning of the school year.

D. Method of Payment -

1. **Pay Periods -**

Each employee shall be paid in twenty-four (24) or eighteen (18) (upon request depending on Board's discretion) equal installments by the fifth (5th) and twentieth (20th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

2. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day, except that the first (1st) paycheck in January shall be received on the first (1st) workday after the holiday or as soon as the same are received by the District.

3. **Summer Checks -**

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

4. **Longevity Payment –**

A longevity increment of five hundred dollars (\$500.00) for BA+24 lane and seven hundred fifty dollars (\$750.00) for MA and eight hundred dollars (\$800.00) for MA+15 lanes will be paid to qualified employees. Employees become qualified when they have been paid at the top step of the BA+24 lane for seven (7) years or for six (6) years at the top step of the MA or MA+15 lane (the increment becomes payable the eighth [8th] and seventh [7th]) years respectively at the end of the respective lanes.

ARTICLE 15

HEALTH PROVISIONS

A. Physical Fitness - New Employees -

1. All new employees will be required to have a physical examination by a physician of his/her choice, including the items on the form for physical examination provided by the Board. The completed form shall be filed in the Superintendent's office within thirty (30) days of initial employment. The first (1st) physical examination will be at the expense of the employee.
2. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the Board shall pay the cost of such examination.

ARTICLE 16

COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement -

Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

B. Separability -

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction then that article shall be declared void.

C. Printing Agreement -

This Agreement shall be printed after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Board and the Association will share equally the cost of copies for the Board's use and each individual employee.

D. Notices -

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter.

E. Duration -

This Agreement shall be effective as July 1, 2006, and shall continue in effect until June 30, 2007.

F. Signature Clause -

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 24th day of July, 2006.

CALAMUS-WHEATLAND EDUCATION
ASSOCIATION

By Susan K. Kruse
Its President

By Debra J. Jones
Its Chief Negotiator

CALAMUS-WHEATLAND COMMUNITY
SCHOOL DISTRICT

By [Signature]
Its President

By [Signature]
Its Chief Negotiator

SCHEDULE A

SALARY SCHEDULE

2006-2007

Base: \$24,685

STEPS	BA	BA+12	BA+24	MA	MA+15	MA+24	MA+32
1	\$24,685.00	\$25,672.40	\$26,659.80	\$27,647.20	\$28,634.60	\$29,622.00	\$30,609.40
2	\$25,672.40	\$26,659.80	\$27,647.20	\$28,634.60	\$29,622.00	\$30,609.40	\$31,596.80
3	\$26,659.80	\$27,647.20	\$28,634.60	\$29,622.00	\$30,609.40	\$31,596.80	\$32,584.20
4	\$27,647.20	\$28,634.60	\$29,622.00	\$30,609.40	\$31,596.80	\$32,584.20	\$33,571.60
5	\$28,634.60	\$29,622.00	\$30,609.40	\$31,596.80	\$32,584.20	\$33,571.60	\$34,559.00
6	\$29,622.00	\$30,609.40	\$31,596.80	\$32,584.20	\$33,571.60	\$34,559.00	\$35,546.40
7	\$30,609.40	\$31,596.80	\$32,584.20	\$33,571.60	\$34,559.00	\$35,546.40	\$36,533.80
8	\$31,596.80	\$32,584.20	\$33,571.60	\$34,559.00	\$35,546.40	\$36,533.80	\$37,521.20
9	\$32,584.20	\$33,571.60	\$34,559.00	\$35,546.40	\$36,533.80	\$37,521.20	\$38,508.60
10	\$33,571.60	\$34,559.00	\$35,546.40	\$36,533.80	\$37,521.20	\$38,508.60	\$39,496.00
11	\$34,559.00	\$35,546.40	\$36,533.80	\$37,521.20	\$38,508.60	\$39,496.00	\$40,483.40
12	\$35,546.40	\$36,533.80	\$37,521.20	\$38,508.60	\$39,496.00	\$40,483.40	\$41,470.80
13			\$38,508.60	\$39,496.00	\$40,483.40	\$41,470.80	\$42,458.20
14			\$39,496.00	\$40,483.40	\$41,470.80	\$42,458.20	\$43,445.60
15			\$40,483.40	\$41,470.80	\$42,458.20	\$43,445.60	\$44,433.00
16				\$42,458.20	\$43,445.60	\$44,433.00	\$45,420.40

* *Hiring Step -*

The Board may hire new teachers with no prior teaching experience up to Step 4 of the salary schedule, but no teacher may be placed higher on the seniority list than his/her experience allows.

SCHEDULE B

SUPPLEMENTAL PAY FOR EXTRA-CURRICULAR ACTIVITIES

2006-07

Years of Experience	\$ 24,685.00	Base will be same as salary schedule base
	Base	
1 st year	1.00	\$24,685.00
2 nd year	1.02	\$25,178.70
3 rd year	1.04	\$25,672.40
4 th year	1.06	\$26,166.10
5 th year	1.08	\$26,659.80
6 th year	1.1	\$27,153.50
7 th year	1.12	\$27,647.20
8 th year	1.14	\$28,140.90
9 th year	1.16	\$28,634.60
10 th year	1.18	\$29,128.30
11 th year	1.2	\$29,622.00
12 th year	1.22	\$30,115.70

The following supplemental activities will have their percentage of pay applied to the appropriate step of the above schedule based upon years of experience with 12 years being the maximum allowed:

Activity Director	12.00%
Basketball/without asst. (2 Positions).....	10.00% / 12.00%
J.V. Basketball (2 Positions)	7.00%
Track (2 Positions)	7.00%
Assistant H.S. Track	4.9%
Golf (2 Positions)	6.00%
Volleyball	8.50%
Assistant Volleyball	6.00%
Cross Country.....	5.00%
Cheerleading Sponsor.....	3.50%
Jr. High Basketball (can be 4 positions)	5.50% per position
Baseball/without asst.....	10.00%/12.00%
J.V. Baseball.....	7.00%
Softball/without asst.	10.00%/12.00%
J.V. Softball.....	7.00%
Jr. High Track (2 Positions)	3.00%
Jr. High Volleyball (can be 2 positions)	4.50% per position
Musical/Plays	4.00% Per Event
Speech	6.00%
Dance Team.....	4.00%

The following percentages will be applied to the first step of the B.A. Schedule:

Band	8.50%
Vocal Music	8.00%
Jr. High Band.....	4.00%
Annual	6.00%
H.S. Student Council	4.00%
Junior High Student Council	4.00%
Elementary Student Council.....	2.00%
Jr. Class Sponsor (2 Positions)	2.00%
Clubs (5 Positions)	2.00%
Chaperone	3.00%
Peer Counseling (2 Positions)	2.00% Per Semester
Pep Bus Sponsor.....	\$10.00 Per Night

SCHEDULE C

DUES DEDUCTION AUTHORIZATION FORM

I hereby authorize the Board of Education to deduct dues during the year as follows unless revoked by a thirty (30) day notice to the Board, which amount is to be remitted each month for me and on my behalf to the Treasurer of the Education Association.

Amount of deduction per month \$ _____

Number of months: _____

From _____ through _____ payroll periods.

The District assumes no obligation to withhold any uncollected dues because of a partial contract fulfillment.

The District and all employees will be indemnified and held harmless against any liability of any nature concerning this dues deduction, except in instances solely arising out of or directly attributable to District malfeasance.

Employee Signature

Date

SCHEDULE D
GRIEVANCE REPORT

Date Filed

Number

Calamus-Wheatland Community School District

Name of Grievant

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

STEP II

A. Date Alleged Violation Occurred _____

B. Date Informal Discussion Held _____

C. Parties Present at Informal Discussion _____

D. Section(s) of Agreement Violated _____

E. Statement of Grievance _____

F. Relief Sought _____

Signature

Date

G. Disposition of Principal or Immediate Supervisor _____

*Signature of Principal or
Immediate Supervisor*

Date

H. Disposition Accepted _____, Rejected _____,

Comments _____

Signature

Date

STEP III

A. _____
Signature of Grievant

Date Received by Superintendent

B. Disposition of Superintendent or His/Her Designee

*Signature of Superintendent or
Immediate Supervisor*

Date

C. Disposition Accepted _____, Rejected _____,

Comments _____

Signature

Date

STEP IV

Signature of Grievant

Signature of Association President

Date of Notice given of Submission to Arbitration

Date of Decision

SCHEDULE E

PHASE I AND PHASE II SUPPLEMENTAL MONIES

- A. Phase I monies will be combined and paid according to HF499.
- B. Phase II monies under HF499 will be combined and distributed as follows:
 - 1. After deduction for IPERS & FICA the Phase II monies will be distributed to the staff not receiving Phase I monies in the same proportion as each teacher's index factor bears to the total index factors. (Part-time employees will receive a pro-rated shared.)
 - 2. Each District's total financial responsibility to the staff will be limited to distributing monies actually received from the state.
 - 3. The initial actual dollar amounts for each teacher will be determined during the last week of September following the employee lane changes and new hires being placed on the scattergram prepared by the District. Payments will be made bi-monthly beginning in October and for the following eight (8) months.
 - 4. Phase II monies shall not be used as a basis for calculating any payment due under the Master Contract such as but not limited to: LTD, Extended Contracts, Supplemental Contracts, and Leaves.
 - 5. A dock in pay will result in a corresponding reduction of Phase II payment if required by law.
 - 6. Each District will make corrections in Phase II payment amounts as needed to correct for changes in amounts received, deductions, staff changes, state rules revisions or errors. Over-payments will be deducted from the employees next Phase II check and under payments will be added to the employees next Phase II check.